

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

ROGER MICHAEL EDWARDS, JR.,

Plaintiff,

v.

**Civil No. 3:09-cv-00622-HEH**

EQUIFAX INFORMATION SERVICES, LLC,

et al.

Defendants.

**DEFENDANT TRANS UNION LLC'S ANSWER AND  
DEFENSES TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

Trans Union LLC (“Trans Union”), one of the Defendants herein, files its Answer and Defenses to Roger Michael Edwards Jr’s (“Plaintiff”) First Amended Complaint (“Complaint”). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff’s Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff has asserted claims against Defendants pursuant to the Fair Credit Reporting Act (“FCRA”) 15 U.S.C. § 1681 et seq. Trans Union denies that it violated any of the laws relied on by Plaintiff in Paragraph 1 of the Complaint.

**JURISDICTION**

2. Trans Union admits that jurisdiction is appropriate in this Court. Trans Union also admits that the venue is appropriate in this Court.

**PARTIES**

3. Trans Union admits Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

4. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 4, and therefore, denies the same.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 5, and therefore, denies the same.

6. Trans Union admits that it is a foreign corporation authorized to do business within the State of Virginia. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(f).

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 7, and therefore, denies the same.

### **STATEMENT OF FACTS**

8. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 8 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8, and therefore, denies the same.

9. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 9 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9, and therefore, denies the same.

10. Trans Union admits that it received two dispute letters from Plaintiff dated May 14, 2009 and June 26, 2009. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 9, and therefore, denies the same.

11. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 11 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11, and therefore, denies the same.

12. Trans Union admits that Plaintiff communicated to Trans Union that Plaintiff believed that Plaintiff's credit file had been "mixed" with the credit file of another individual having the name Michelle Edwards who may live in California. Trans Union further admits that Plaintiff disputed information that Plaintiff believed was contained in his Trans Union credit file. As they relate to Trans Union, Trans Union denies the remaining allegations contained in paragraph 12 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12, and therefore, denies the same.

13. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 13 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13, and therefore, denies the same.

14. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 14 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14, and therefore, denies the same.

15. As they relate to Trans Union, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15, and therefore, denies the same. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15, and therefore, denies the same.

16. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 16 of the Complaint. As to the other Defendants, Trans Union is without information

or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16, and therefore, denies the same.

17. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 17 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17, and therefore, denies the same.

18. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 18 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18, and therefore, denies the same.

19. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 19 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19, and therefore, denies the same.

20. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 20 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20, and therefore, denies the same.

**COUNT ONE**  
**Violation of 15 U.S.C. § 1681e(b)**  
**(Equifax, Experian, and Trans Union only)**

21. Trans Union restates and incorporates its responses to paragraphs 1 – 20 above as though fully stated herein.

22. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 22 of the Complaint. As to the other Defendants, Trans Union is without information

or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22, and therefore, denies the same.

23. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 23 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23, and therefore, denies the same.

24. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 24, sentence 1 of the Complaint. As they relate to Trans Union, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24, sentences 2-3 of the Complaint, and therefore, denies the same. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24, and therefore, denies the same.

25. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 25 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25, and therefore, denies the same.

26. Trans Union denies the relief sought by Plaintiff in paragraph 26 of the Complaint.

**COUNT TWO**  
**Violation of 15 U.S.C. § 1681i(a)(1)**  
**(Equifax, Experian, and Trans Union only)**

27. Trans Union restates and incorporates its responses to paragraphs 1 – 26 above as though fully stated herein.

28. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 28 of the Complaint. As to the other Defendants, Trans Union is without information

or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28, and therefore, denies the same.

29. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 29 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29, and therefore, denies the same.

30. As they relate to Trans Union denies the allegations contained in paragraph 30 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30, and therefore, denies the same.

31. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 31 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31, and therefore, denies the same.

32. Trans Union denies the relief sought by Plaintiff in paragraph 32 of the Complaint.

**COUNT THREE**  
**Violation of 15 U.S.C. § 1681i(a)(2)**  
**(Equifax, Experian, and Trans Union only)**

33. Trans Union restates and incorporates its responses to paragraphs 1 – 32 above as though fully stated herein.

34. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 34 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34, and therefore, denies the same.

35. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 35 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35, and therefore, denies the same.

36. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 36 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36, and therefore, denies the same.

37. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 37 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 37, and therefore, denies the same.

38. Trans Union denies the relief sought by Plaintiff in paragraph 38 of the Complaint.

**COUNT FOUR**  
**Violation of 15 U.S.C. § 1681i(a)(4)**  
**(Equifax, Experian, and Trans Union only)**

39. Trans Union restates and incorporates its responses to paragraphs 1 – 38 above as though fully stated herein.

40. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 40 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40, and therefore, denies the same.

41. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 41 of the Complaint. As to the other Defendants, Trans Union is without information

or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41, and therefore, denies the same.

42. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 42 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 42, and therefore, denies the same.

43. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 43 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 43, and therefore, denies the same.

44. Trans Union denies the relief sought by Plaintiff in paragraph 44 of the Complaint.

**COUNT FIVE**  
**Violation of 15 U.S.C. § 1681i(a)(5)**  
**(Equifax, Experian, and Trans Union only)**

45. Trans Union restates and incorporates its responses to paragraphs 1 – 44 above as though fully stated herein.

46. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 46 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46, and therefore, denies the same.

47. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 47 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47, and therefore, denies the same.

48. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 48 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48, and therefore, denies the same.

49. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 49 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 49, and therefore, denies the same.

50. Trans Union denies the relief sought by Plaintiff in paragraph 50 of the Complaint.

**COUNT SIX**  
**Violation of 15 U.S.C. § 1681b(f)**  
**(Equity One only)**

51. Trans Union restates and incorporates its responses to paragraphs 1 – 50 above as though fully stated herein.

52. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 52, and therefore, denies the same.

53. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 53, and therefore, denies the same.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54, and therefore, denies the same.

55. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 55, and therefore, denies the same.

56. Trans Union denies the relief sought by Plaintiff in paragraph 56 of the Complaint.

Trans Union denies the relief sought by Plaintiff in the prayer of the Complaint.

Trans Union admits Plaintiff demands a jury trial.

### **DEFENSES**

57. Plaintiff has failed to state a claim against Trans Union upon which relief can be granted.

58. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

59. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

60. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

61. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

62. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

63. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the Commonwealth of Virginia.

64. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

65. Plaintiff's claim for declaratory relief is not authorized, provided for, or allowed under the Fair Credit Reporting Act, 15 USC §1681 *et. seq.*, ("FCRA").

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's First Amended Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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DATED: February 18, 2010

## **CERTIFICATE OF SERVICE**

I hereby certify that on the 18th day of February, 2010, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

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